

SERFF Tracking Number: SECB-127173915 State: Arkansas
 Filing Company: Security Benefit Life Insurance Company State Tracking Number: 48814
 Company Tracking Number: 5821
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
 Variable
 Product Name: LIA
 Project Name/Number: /

Filing at a Glance

Company: Security Benefit Life Insurance Company

Product Name: LIA SERFF Tr Num: SECB-127173915 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48814
 Variable Closed
 Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 5821 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Greg Garhart Disposition Date: 05/24/2011
 Date Submitted: 05/18/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 05/24/2011
 State Status Changed: 05/24/2011
 Deemer Date: Created By: Greg Garhart
 Submitted By: Greg Garhart Corresponding Filing Tracking Number:
 Filing Description:
 5800-A (5-11) Contract Specifications Insert Page
 5812 (5-11) Annual Average Index Account Rider
 5821 (5-11) Guaranteed Lifetime Withdrawal Benefit Rider
 5840 (5-11) Application
 6054 (5-11) Nursing Home Endorsement
 6055 (5-11) Terminal Illness Endorsement

Dear Sir or Madam:

SERFF Tracking Number: SECB-127173915 State: Arkansas
Filing Company: Security Benefit Life Insurance Company State Tracking Number: 48814
Company Tracking Number: 5821
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: LIA
Project Name/Number: /

We hereby submit the above-referenced Contract Specifications Insert Page, Riders, Endorsements, and Application for your review and approval. The forms are new and will not replace any other forms currently on file.

The Application will be used for, and the Contract Specifications Insert Page, Riders and Endorsements will be issued with individual fixed index flexible premium deferred annuity contracts 5800 (11-10) and 5800 (11-10)U that were approved by your Department on January 25, 2011.

The Contracts permit Contractowners to allocate purchase payments between the fixed account and various index strategies available under the Contracts. The index strategies are set out in the previously approved Annual Point to Point Index Account Rider and Monthly Sum Index Account Rider, as well as the Annual Average Index Account Rider filed herein (and any other such riders as may be filed and approved in the future).

The Contract Specifications Insert Page will be used in lieu of the original page 3Cs filed as part of Contract forms 5800 (11-10) and 5800 (11-10)U. The insert page will be used when the Guaranteed Lifetime Withdrawal Benefit Rider, form 5821 (5-11), is purchased.

The Guaranteed Lifetime Withdrawal Benefit Rider makes available a Guaranteed Lifetime Withdrawal Benefit which permits the Contractowner to receive a regular income stream without annuitizing the contract and regardless of the contract value. The Rider may be issued on a single life or a joint life basis. The minimum issue age is 50 and the maximum issue age is 80.

Please note that certain portions of the forms have been bracketed. The forms may be used for qualified and non-qualified contracts.

Your prompt attention to this matter is greatly appreciated.

Company and Contact

Filing Contact Information

Greg Garhart, Compliance Analyst II greg.garhart@securitybenefit.com
One Security Benefit Place 800-888-2461 [Phone] 3203 [Ext]
Topeka, KS 66636-0001 785-368-1391 [FAX]

Filing Company Information

Security Benefit Life Insurance Company CoCode: 68675 State of Domicile: Kansas
One Security Benefit Place Group Code: 870 Company Type: Life
Topeka, KS 66636 Group Name: State ID Number:
(800) 888-2461 ext. 3203[Phone] FEIN Number: 48-0409770

SERFF Tracking Number: SECB-127173915 State: Arkansas
 Filing Company: Security Benefit Life Insurance Company State Tracking Number: 48814
 Company Tracking Number: 5821
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: LIA
 Project Name/Number: /

Amendment Letter

Submitted Date: 05/18/2011

Comments:

We have submitted an additional form for approval, the attached IRA Endorsement.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
V6849A (R5-11)	Policy/Contr	IRA act/Fraternal Endorsement Certificate: t Amendment, Insert Page, Endorsement or Rider	Initial					V6849A (R5-11).pdf

SERFF Tracking Number: SECB-127173915 State: Arkansas
 Filing Company: Security Benefit Life Insurance Company State Tracking Number: 48814
 Company Tracking Number: 5821
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: LIA
 Project Name/Number: /

Form Schedule

Lead Form Number: 5821 (5-11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	5800-A (5-11)	Schedule Pages	Contract Specifications Insert Page	Initial			5800-A (5-11).pdf
	5812 (5-11)	Policy/Contract	Annual Average Index Account Rider	Initial			5812 (5-11).pdf
	5821 (5-11)	Policy/Contract	Guaranteed Lifetime Withdrawal Benefit Rider	Initial			5821 (5-11).pdf
	5840 (5-11)	Application/Enrollment Form	Application	Initial			5840 (5-11) [M].pdf
	6054 (5-11)	Policy/Contract	Nursing Home Endorsement	Initial			6054 (5-11).pdf

CONTRACT SPECIFICATIONS cont.

RIDERS AND ENDORSEMENTS:**Guaranteed Lifetime Withdrawal Benefit Rider:**

Effective Date:	[Contract Date/Rider Date]
Initial Rider Charge Rate:	[0.90]%
Maximum Rider Charge Rate:	[2.00]%
Roll-up Factor:	[10.25]%
Roll-up Term:	[15 years]
Guaranteed Number of Roll-up Terms:	[1]
Earliest Owner Termination Date	[5th] Contract Anniversary

Lifetime Withdrawal Rates:**Single Life: Withdrawal Rates based upon age of Covered Person**

55-59	60-64	65-69	70-74	75-70	80+
4.5%	5.0%	5.5%	6.0%	6.5%	7.0%

Joint Life: Withdrawal Rates based upon age of younger of Covered Person or Joint Covered Person

55-59	60-64	65-69	70-74	75-70	80+
4.0%	4.5%	5.0%	5.5%	6.0%	6.5%

SECURITY BENEFIT LIFE INSURANCE COMPANY

ANNUAL AVERAGE INDEX ACCOUNT RIDER

This Rider is attached to and made part of the Contract as of the Contract Date, or if later, the date shown below. All terms of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider shall prevail over the terms of the Contract.

ANNUAL AVERAGE INDEX ACCOUNT

The Owner may allocate or transfer to the Annual Average Index Account while this Rider is in effect. Interest on the Annual Average Index Account is computed based on the average of the monthly Index values during the Contract Year. Interest is credited on the Annual Average Index Account only: (i) on a Contract Anniversary and (ii) in the event of a death, on the date due Proof of Death is Received by SBL, unless the Contract is continued. Interest is not credited to the Annual Average Index Account at any other time. Interest is guaranteed to be equal to at least 0%.

DEFINITIONS

Cap

The Cap is the maximum rate of interest that the Index Interest Rate may be for a Contract Year. The Initial Cap for the Annual Average Index Account is shown on the Contract page 3B and is guaranteed for one Contract Year. Each year that this Rider is in effect, SBL will declare the Cap applicable for each Contract Year. The Cap is guaranteed to be not less than the Guaranteed Minimum Cap shown on the Contract page 3B.

Contract Month

Contract Months are measured from the same day of each month as the Contract Anniversary unless that day does not occur for a month and then it is the last day of that month.

Index

The Index is the index shown on the Contract page 3B. If the Index used is no longer available or the computation of the Index is substantially changed, SBL will use a substantially similar index. SBL will (i) obtain the approval of the change in the index by the insurance regulator of the state in which the Contract is issued or (ii) notify the Owner of the substitution, each as required.

Index Interest Rate

The Index Interest Rate is the interest rate used to determine the amount of interest to be credited to the Annual Average Index Account.

COMPUTATION OF INTEREST

The amount of interest credited to the Annual Average Index Account Value is computed by determining the Index Interest Rate and applying it to the Annual Average Index Account Value. For purposes of computing the amount of interest, the Index Interest Rate and the Annual Average Index Account Value

are determined (i) on the applicable Contract Anniversary or (ii) in the event of a death, on the date due Proof of Death is Received by SBL, unless the Contract is continued. Interest is not credited on the decrease in the Annual Average Index Account Value related to withdrawals during the Contract Year or on an Annuity Start Date.

The Index Interest Rate is equal to the lesser of: (i) the Index Change and (ii) the Cap; and cannot be less than zero. The Index Change is equal to:

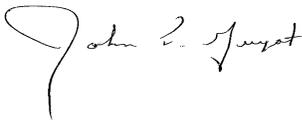
$$[(A / B) / C] - 1$$

Where:

- A = The sum of the Index values at the end of each Contract Month during the current Contract Year, starting with the first Contract Month of the applicable Contract Year. In the event of a death where the Contract is not being continued, the last Index value is the Index value on the date due Proof of Death is Received by SBL*
- B = The number of Index values used in the calculation of A
- C = The Index value at the beginning of the Contract Year*

*If that day is not a day for which the Index value is reported, the value reported on the previous day for which the Index value was reported will be used. SBL will rely on the Index value reported by a third party. SBL will not change a reported Index value once it has been used by SBL.

SECURITY BENEFIT LIFE INSURANCE COMPANY



[John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

SECURITY BENEFIT LIFE INSURANCE COMPANY

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

This Rider is attached to, and made part of, the Contract as of the Contract Date, or if later, the date shown below. Once this Rider is attached to, and made part of, the Contract it may not be severed and stand alone from the Contract as a separate obligation of SBL. This Rider may terminate as specified in "Termination of Rider" on page 10. All terms of the Contract that do not conflict with this Rider apply to this Rider. If there is any conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider shall apply over the terms of the Contract.

The purpose of this Rider is to provide guaranteed periodic payments to the Owner. This Rider will terminate upon assignment or change in ownership of the Contract unless the change meets the qualifications specified in "Termination of Rider" on page 10.

THE GUARANTEED LIFETIME WITHDRAWAL BENEFIT

If the rules of this Rider are met, SBL will pay for the life of a Covered Person, or the joint lives of the Covered Person and Joint Covered Person, as the Owner selects, the Lifetime Annual Income, even if the Account Value is reduced to zero.

DEFINITIONS

Benefit Base

The Benefit Base is the amount used only to compute the Lifetime Annual Income and the Rider Charge. **The Benefit Base is not an amount that may be withdrawn and is not an amount payable at death.**

Benefit Base Roll-up

The Benefit Base Roll-up is the amount of increase to the Benefit Base during the Roll-up Term on each Contract Anniversary, unless the difference between the Account Value and the Benefit Base is greater than the Benefit Base Roll-up at that time. Because the Benefit Base Roll-up on each Contract Anniversary is equal to the Net Payments multiplied by the Roll-up Factor, the amount of prior Benefit Base Roll-ups do not impact future Benefit Base Roll-ups. **The Benefit Base Roll-up is not an amount that will be added to your Account Value.**

Covered Person

The Covered Person is the person whose life measures the length of time that payments under this Rider may be payable.

Excess Withdrawals

Excess Withdrawals are withdrawals on, or after, the Income Phase Start Date that exceed the Lifetime Annual Income.

Income Phase Start Date

The Income Phase Start Date is the date on which withdrawals of the Lifetime Annual Income start.

Joint Covered Person

The Joint Covered Person is the second person whose life measures the length of time that payments under this Rider may be payable for the joint life payout method of this Rider.

Lifetime Annual Income

While the Rider is in effect, the Lifetime Annual Income is the most that can be withdrawn the Contract Year of, and each Contract Year after, the Income Phase Start Date without reducing or eliminating the amount of lifetime income that shall be payable under this Rider and without reducing the Benefit Base.

Lifetime Withdrawal Rate

The Lifetime Withdrawal Rate is used to compute the Lifetime Annual Income and is shown on the Contract page 3C.

Net Payments

Net Payments, along with the Roll-up Factor, is used to determine the Benefit Base Roll-up and is based upon Purchase Payments, Bonus, premium taxes, and withdrawals. **Net Payments is not an amount that may be withdrawn and is not an amount payable at death.**

Non-Excess Withdrawals

Non-Excess Withdrawals are withdrawals taken on, or after, the Income Phase Start Date that are equal to, or less than, the Lifetime Annual Income.

Rider Charge

Rider Charge is the charge for this Rider. It reduces the Account Value on each Contract Anniversary, and on the payment of any amounts payable at death, on a full withdrawal from the Contract, or when the entire Account Value is applied to an Annuity Option. The amount of the Rider Charge is equal to the Rider Charge Rate times the Benefit Base.

Rider Charge Rate

The Rider Charge Rate is used to compute the Rider Charge. The Initial Rider Charge Rate is shown on the Contract page 3C.

Rider Date

The Rider Date is the date this Rider is effective. If this Rider is purchased at the same time as the Contract, the Rider Date and the Contract Date will be the same date. If this Rider is purchased after the Contract, the Rider Date is shown below.

Roll-up Factor

The Roll-up Factor is applied on each Contract Anniversary during the Roll-up Term to the Net Payments to compute the Benefit Base Roll-up. The Roll-up Factor is shown on the Contract page 3C.

Roll-up Term

The Roll-up Term is the period during which the Roll-up Factor is applied to the Net Payments to compute the Benefit Base Roll-up. The length of the Roll-up Term is shown on the Contract page 3C. The number

of Roll-up Terms is limited. The Guaranteed Number of Roll-up Term is shown on the Contract page 3. A Roll-up Term ends on the earlier of:

1. The Income Phase Start Date;*
2. The Contract Anniversary on, or immediately following, the date that the oldest Owner, or if the Owner is a Nonnatural Person, the Annuitant, turns 85; or
3. The end of the Roll-up Term shown on the Contract page 3C.

*The Benefit Base Roll-up is only used to increase the Benefit Base on a Contract Anniversary. Thus, if the Roll-up Term ends because of the Income Phase Start Date, the last date that the Benefit Base will increase by the Benefit Base Roll-up will be the Contract Anniversary that occurs prior to the Income Phase Start Date.

Roll-up Term Renewal

At the end of a Roll-up Term, if another Roll-up Term is available, the Owner may elect a Roll-up Term Renewal. If a Roll-up Term Renewal is elected, the Benefit Base Roll-up will continue to be used to increase the Benefit Base during the next Roll-up Term. The Guaranteed Number of Roll-up Term is shown on the Contract page 3C. The Owner may not elect a Roll-up Term Renewal:

1. On, or after, the oldest Owner, or if the Owner is a Nonnatural Person, the Annuitant, turns 80;
2. If the Owner previously terminated this Rider; or
3. If the Owner declined a prior Roll-up Term Renewal.

At least 30 days prior to the Contract Anniversary at the end of the Roll-up Term, if an additional Roll-up Term is available, SBL will send the Owner a written notice of its availability. The Owner must elect the Roll-up Term Renewal on a form accepted and Received by SBL before the Contract Anniversary.

INCOME PHASE START DATE: SINGLE LIFE AND JOINT LIFE PAYOUT METHODS

The Owner elects the Income Phase Start Date and, at the same time, elects whether the Lifetime Annual Income is to be based upon a single life or joint lives. If a single life payout method is selected, while this Rider is in force, SBL shall pay the Lifetime Annual Income for the life of the Covered Person, even if the Account Value is reduced to zero. If the joint life payout method is selected, while this Rider is in force, SBL shall pay the Lifetime Annual Income for the joint lives of the Covered Person and the Joint Covered Person, even if the Account Value is reduced to zero.

The Annuitant of the Contract must be the Covered Person. If the joint life payout method is selected, the Joint Covered Person must be the spouse of the Covered Person. The Income Phase Start Date may only begin if the Covered Person and any Joint Covered Person are at least the ages shown in the applicable Lifetime Withdrawal Rates table on the Contract page 3C on the Income Phase Start Date.

The Owner's request for the Income Phase Start Date and single life or joint life payout method must be made in writing on a form accepted and Received by SBL at least 30 days prior to the Income Phase Start Date. No change to the Income Phase Start Date, payout method chosen, Covered Person, or Joint Covered Person is allowed within 30 days prior to, or anytime after, the Income Phase Start Date.

In adding this Rider to the Contract, the applicant must carefully choose who will be the Owner, Joint Owner, Annuitant, and Primary and Secondary Beneficiaries of the Contract in order for this Rider to

continue after the death of the Owner, Joint Owner, or Annuitant. If this Rider terminates in connection with a death, even though a Joint Covered Person is still living, payments under the joint life payout method will no longer be payable.

WITHDRAWALS

While this Rider is in effect, the Owner may withdraw amounts under the Contract. The amount withdrawn may reduce the benefits payable under this Rider and could cause this Rider to terminate. All amounts withdrawn will reduce the Account Value by the amount withdrawn, including charges and fees, if any. Except as stated in this Rider, all amounts withdrawn will be subject to the terms of the Contract.

Withdrawals Prior to the Income Phase Start Date

Prior to the Income Phase Start Date, withdrawals will reduce (i) the Benefit Base as described in "Benefit Base After Withdrawal Prior to the Income Phase Start Date" on page 7 and (ii) Net Payments as described in "Net Payments After Withdrawal Prior to the Income Phase Start Date" on page 6. In addition, withdrawals prior to the Income Phase Start Date reduce the impact of the Benefit Base Roll-up in computing the Benefit Base on future Contract Anniversaries during the Roll-up Term. **A withdrawal prior to the Income Phase Start Date could reduce future benefits under this Rider by more than the dollar amount of the withdrawal and could cause this Rider to terminate.**

Non-Excess Withdrawals On, or After, the Income Phase Start Date

On, or after, the Income Phase Start Date, an amount up to the Lifetime Annual Income may be withdrawn each Contract Year without any change to the Benefit Base. Withdrawals during the Contract Year of, and each Contract Year after, the Income Phase Start Date that are equal to, or less than, the Lifetime Annual Income are Non-Excess Withdrawals. Such withdrawals may be taken in a lump sum, in multiple withdrawals or in a series of pre-approved withdrawals within the Contract Year. Any portion of the Lifetime Annual Income not withdrawn during a Contract Year after the Income Phase Start Date may not be carried over to any future Contract Year.

This Rider amends the Contract so that on, or after, the Income Phase Start Date, the Free Withdrawal amount for each Contract Year is the greater of: (i) the Free Withdrawal amount computed under the terms of the Contract and (ii) the Lifetime Annual Income computed under the terms of this Rider. Withdrawals of the Lifetime Annual Income: (i) reduce the amount available for withdrawal under the Free Withdrawal provision of the Contract and (ii) are permitted even if it causes the Account Value to fall below the Minimum Account Value shown on the Contract page 3.

Excess Withdrawals On, or After, the Income Phase Start Date

Excess Withdrawals are withdrawals taken in the Contract Year of, or a Contract Year after, the Income Phase Start Date that exceed the Lifetime Annual Income. Excess Withdrawals reduce the Benefit Base and Lifetime Annual Income. If for any Contract Year, the Account Value is less than the amount of the Lifetime Annual Income, the most that may be withdrawn is the Lifetime Annual Income. **An Excess Withdrawal could reduce future benefits under this Rider by more than the dollar amount of the Excess Withdrawal and could cause this Rider to terminate. Excess Withdrawals may also be subject to the charges, fees and adjustments if the Excess Withdrawal exceeds the Free Withdrawal under the Contract.**

Account Value is Reduced to Zero On, or After, the Income Phase Start Date

If the Account Value is reduced to zero on, or after, the Income Phase Start Date, other than due to Excess Withdrawals, then the following will apply:

1. The Lifetime Annual Income in effect as of the day the Account Value is reduced to zero will be available each Contract Year;
2. The Lifetime Annual Income will be paid under a series of pre-approved withdrawals under a payment frequency, as chosen from those made available by SBL at that time;
3. The Contract will cease to provide any Cash Surrender Value, any Death Benefit, or any annuity benefit under the Contract, except as stated in "Annuity Payments" on page 5, because there is no more Account Value; and
4. All other optional riders (except this Rider) will terminate.

PURCHASE PAYMENTS

While this Rider is in effect, the Owner may continue to make subsequent Purchase Payments as permitted under the Contract, except as described below. Purchase Payments Received by SBL will change (i) the Benefit Base as described in "Benefit Base After a Purchase Payment" on page 7 and (ii) Net Payments as described in "Net Payments After a Purchase Payment" on page 6.

This Rider amends the Contract so that Purchase Payments are not permitted on, or after, the Income Phase Start Date.

ANNUITY PAYMENTS

While this Rider is in effect, the Owner may elect to receive Annuity Payments as set forth in the Contract. If the Owner elects to receive Annuity Payments, the amount by which the Account Value decreases on the Annuity Start Date will be treated as a withdrawal under this Rider and will reduce the Benefit Base, Net Payments, and the Lifetime Annual Income.

This Rider amends the Contract so that, in addition to the Annuity Options set forth in the Contract, the below Annuity Option is available. This Annuity Option is only available for an Annuity Start Date that is (i) on, or after, the Income Phase Start Date and (ii) begins on the later of (a) the Contract Anniversary after the Annuitant's 95th birthday and (b) the 24th Contract Anniversary.

OPTION Lifetime Withdrawal with Refund: This option provides, for the life of the Covered Person if the single life payout method was selected, or the lives of the Covered Person and the Joint Covered Person if the joint life payout method was selected, an annual Annuity Payment amount equal to the Lifetime Annual Income computed immediately prior to the Annuity Start Date and SBL shall pay at least the amount of the Account Value at the Annuity Start Date.

Annuity Payments will continue until the later of: (i) the death of the Covered Person (or until the later of the death of the Covered Person or the Joint Covered Person if the joint life payout method of the Rider is selected), or (ii) the total amount of Annuity Payments received equals the Account Value on the Annuity Start Date. If the Covered Person (or both the Covered Person and the Joint Covered Person, if applicable) dies before receiving Annuity Payments totaling the Account Value on the Annuity Start Date, then any remaining Annuity Payments will be made to the Designated Beneficiary in the same

amount and at the same frequency as the Annuity Payments received by the Covered Person.

NET PAYMENTS AND BENEFIT BASE ROLL-UP

Net Payments, along with the Roll-up Factor, are used to compute the Benefit Base Roll-up. The Benefit Base Roll-up is used to compute the Benefit Base on the Contract Anniversary during the Roll-up Term.

Net Payments is computed: (a) on the Contract Date, or if later, the Rider Date, (b) when Purchase Payments are made, and (c) when withdrawals are taken prior to the Income Phase Start Date. Net Payments is no longer computed and is equal to zero after the end of the Roll-up Term.

The Benefit Base Roll-up is computed on Contract Anniversaries.

Initial Net Payments

The initial Net Payments is equal to:

1. If this Rider is issued on the Contract Date, the Account Value on the Contract Date; or
2. If this Rider is issued on any other day, the Account Value on the Rider Date.

Net Payments After a Purchase Payment

After a Purchase Payment, Net Payments is equal to:

$$A + B$$

Where:

A = The last Net Payments; and

B = The Purchase Payment, plus any Bonus, less any Premium Taxes.

Net Payments After Withdrawal Prior to the Income Phase Start Date

After each withdrawal prior to the Income Phase Start Date, Net Payments is equal to:

$$M - I$$

Where:

M = The last Net Payments; and

I = The decrease in the Account Value for, and related to, the withdrawal.*

* The decrease in the Account Value related to the withdrawal includes fees, charges, and recaptures related to the withdrawal.

Benefit Base Roll-up on Contract Anniversary

On each Contract Anniversary after the Rider Date before, and on the end of, the Roll-up Term, the Benefit Base Roll-up is equal to:

$$Y * Z$$

Where:

Y = The last Net Payments; and

Z = The Roll-up Factor.

After the end of the Roll-up Term, the Benefit Base Roll-up is equal to zero.

BENEFIT BASE

The Benefit Base is the amount used to compute the Lifetime Annual Income and the Rider Charge. The Benefit Base is computed: (a) on the Contract Date, or if later, the Rider Date, (b) on Contract Anniversaries after the Rider Date, (c) when Purchase Payments are made, (d) when withdrawals are taken prior to the Income Phase Start Date, (e) the Income Phase Start Date, and (f) when Excess Withdrawals are taken on, or after, the Income Phase Start Date.

Initial Benefit Base

The initial Benefit Base is equal to:

1. If this Rider is issued on the Contract Date, the Account Value on the Contract Date; or
2. If this Rider is issued on any other day, the Account Value on the Rider Date.

Benefit Base on Contract Anniversary

On each Contract Anniversary after the Rider Date, the Benefit Base is equal to the greater of:

1. The Account Value on that Contract Anniversary; or
2. A + B

Where:

A = The last Benefit Base; and

B = The Benefit Base Roll-up, which shall be zero after the end of the Roll-up Term.

Benefit Base After a Purchase Payment

After a Purchase Payment, the Benefit Base is equal to:

$$H + I$$

Where:

H = The last Benefit Base; and

I = The Purchase Payment, plus any Bonus, less any Premium Taxes.

Benefit Base After Withdrawal Prior to the Income Phase Start Date

After each withdrawal prior to the Income Phase Start Date, the Benefit Base is equal to:

$$M * (1 - (N / O))$$

Where:

M = The last Benefit Base;

N = The decrease in the Account Value for, and related to, the withdrawal;* and

O = The Account Value immediately before effecting the withdrawal.

* The decrease in the Account Value related to the withdrawal includes fees, charges, and recaptures related to the withdrawal.

Benefit Base on the Income Phase Start Date

If the Income Phase Start Date is on a Contract Anniversary, the Benefit Base is computed as described in "Benefit Base on Contract Anniversary" above. If the Income Phase Start Date is on a day other than a Contract Anniversary, then the Benefit Base is equal to the greater of:

1. The Account Value on the Income Phase Start Date; or
2. The last Benefit Base.

Benefit Base After an Excess Withdrawal On, or After, the Income Phase Start Date

After each Excess Withdrawal, the Benefit Base is equal to:

$$X * (1 - (Y / Z))$$

Where:

X = The last Benefit Base;

Y = The decrease in the Account Value for, and related to, the Excess Withdrawal;* and

Z = The Account Value immediately before effecting the Excess Withdrawal but after effecting the Non-Excess Withdrawal.

*The decrease in the Account Value related to the Excess Withdrawal includes fees, charges, recaptures and any other deductions related to the Excess Withdrawal.

LIFETIME WITHDRAWAL RATE

The Lifetime Withdrawal Rate is used to compute the Lifetime Annual Income. The Lifetime Withdrawal Rate is determined on the Income Phase Start Date. The Lifetime Withdrawal Rate is based upon:

1. If the Owner chose a single life payout method, the Covered Person's age on the Income Phase Start Date.
2. If the Owner chose a joint life payout method, the youngest of the Covered Person or the Joint Covered Person's age on the Income Phase Start Date.

A Table of the Lifetime Withdrawal Rates for a single life payout method and a Table of the Lifetime Withdrawal Rates for joint life payout method are shown on the Contract page 3C. The Lifetime Withdrawal Rate does not change after the Income Phase Start Date.

THE LIFETIME ANNUAL INCOME

The Lifetime Annual Income is the most that can be withdrawn under this Rider the Contract Year of, and each Contract Year after, the Income Phase Start Date while the Rider is in effect without reducing or eliminating the amount of lifetime income payable under this Rider.

The Lifetime Annual Income is computed on the Income Start Date, each Contract Anniversary, and when Excess Withdrawals are taken. The Lifetime Annual Income amount will decrease if there are any Excess Withdrawals. Any portion of the Lifetime Annual Income not withdrawn during the Contract Year of, or a Contract Year after, the Income Phase Start Date may not be carried over to any future Contract Year.

Lifetime Annual Income on the Income Phase Start Date and each Contract Anniversary

On the Income Phase Start Date and each Contract Anniversary, the Lifetime Annual Income is equal to the greater of:

1. $(A * B)$; or
2. If the Contract is subject to required minimum distributions or "RMDs" under the Internal Revenue Code, the RMD Annual Income amount, as described in "RMD Annual Income" below.

Where:

- A = The Benefit Base for the relevant date; and
B = The Lifetime Withdrawal Rate.

Lifetime Annual Income After an Excess Withdrawal

After an Excess Withdrawal, the Lifetime Annual Income is equal to:

$$M * (1 - (N / O));$$

- M = The last Lifetime Annual Income;
N = The decrease in the Account Value for, and related to, the Excess Withdrawal;*
and
O = The Account Value immediately before effecting the Excess Withdrawal but after effecting the Non-Excess Withdrawal.

* The decrease in the Account Value related to the withdrawal includes fees, charges, recaptures, and any other deductions assessed in connection with the withdrawal.

RMD Annual Income

The RMD Annual Income amount is the amount determined by SBL's system for RMD calculations and is solely based on the values of this Contract and does not include the RMD required of any other assets. The RMD Annual Income amount is an amount equal to the Internal Revenue Code required minimum distribution amount computed using only: (1) the IRS Uniform Lifetime table or, if

applicable, the Joint Life and Survivor Expectancy table, (2) the Account Value of the base Contract (including the present value of any additional benefits provided under the Contract to the extent required to be taken into account under IRS Guidance), and (3) amounts from the current calendar year (no carry-over from past years).

RIDER CHARGE

During the term while this Rider is in effect and while the Account Value is more than zero, SBL will deduct from the Account Value a charge for this Rider on each Contract Anniversary and upon the payment of any amounts payable at death, a full withdrawal from the Contract, or the Annuity Start Date if the entire Account Value is applied to an Annuity Option.

Amount of the Rider Charge

The Initial Rider Charge Rate is shown on the Contract page 3C. The Rider Charge is equal to the Rider Charge Rate multiplied by the Benefit Base. The Rider Charge upon the payment of any amounts payable at death, a full withdrawal from the Contract, or if the entire Account Value is applied to an Annuity Option will be based on the portion of the Contract Year elapsed.

The Rider Charge is deducted proportionally based upon the allocation of the Account Value among the Index Accounts and the Fixed Account.

Change in Rider Charge

Prior to the start of a new Roll-up Term, SBL may, in its discretion, change the Rider Charge Rate not to exceed the Maximum Rider Charge Rate shown on the Contract page 3C. If SBL decides to change the Rider Charge Rate for the next Roll-up Term, SBL will send notice, with the new Rider Charge Rate, to the Owner at least 30 days prior to the Contract Anniversary at which the new Roll-up Term starts.

GENERAL PROVISIONS

Proof of Survival

SBL may require proof of survival of any person upon whose life the continuation of benefits depends (including, but not limited to, the Covered Person, and the Joint Covered Person, if applicable).

Termination of Rider

This Rider may be terminated by the Owner on any Contract Anniversary on, or after, the Earliest Owner Termination Date shown on the Contract page 3C.

Except as set forth in "Spousal Continuation of the Contract" on page 11, this Rider will automatically terminate upon the earliest of the following:

1. The termination of the Rider by the Owner on any Contract Anniversary on, or after, the Earliest Owner Termination Date shown on Contract page 3C.
2. The Account Value equals zero before the Income Phase Start Date;
3. The Benefit Base or the Lifetime Annual Income equals zero;

4. If the entire Account Value is applied to an Annuity Option, on the Annuity Start Date, except to the extent that the Annuity Option set forth in "Annuity Payments" on page 5 is chosen;
5. The payment of any amounts payable at death;
6. The death of the Covered Person on, or after, the Income Phase Start Date if a single life payout method was selected for this Rider (regardless of whether the Designated Beneficiary continues the Contract);
7. The later of the death of the Covered Person and the Joint Covered Person on, or after, the Income Phase Start Date if the joint life payout method was selected for this Rider;
8. A change in the Annuitant; or
9. The date of any: (i) transfer, or change in, ownership of the Contract or (ii) assignment of the Contract or any benefits under the Contract, unless:
 - a. the new Owner is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the Owner is a Nonnatural Person, the original Annuitant; or
 - b. the assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Internal Revenue Code.

Once this Rider terminates for any reason, this Rider can not be reinstated in later Contract Years.

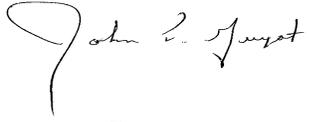
Spousal Continuation of the Contract

If this Rider has not terminated previously, if there is a death in which the Contract is continued by the Owner's or Joint Owner's spouse, or in the case of a Nonnatural Person Owner, continued by the Annuitant's spouse:

1. Prior to the Income Phase Start Date, this Rider will continue with the Contract. The Benefit Base will not change as a result of the death.
2. After the Income Phase Start Date:
 - A. If the single life payout method was selected, if the Covered Person is living, this Rider will continue with the Contract. The Benefit Base will not change as a result of the death.
 - B. If the single life payout method was selected, if the Covered Person is no longer alive, this Rider automatically terminates on the death of the Covered Person.
 - C. If the joint life payout method was selected, so long as either the Covered Person or Joint Covered Person is living, this Rider will continue with the Contract. The Benefit Base will not change as a result of the death.

Following the continuation of the Rider with the spousal continuation of the Contract, this Rider will continue until terminated as set forth in "Termination of Rider" above. The continuation of this Rider is only permitted once.

SECURITY BENEFIT LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "John F. Guyot". The signature is written in black ink and is positioned above the printed name and title.

[John F. Guyot]
Secretary

Rider Effective Date
(If Other Than Contract Date)



Issued by Security Benefit Life Insurance Company. Questions? Call our National Service Center at 1-800-888-2461.

Note the following restrictions:

- The Owner of the Contract must be the Annuitant (unless the Owner is a non-natural person).
- If Joint Owners are named, neither the Owner nor Joint Owner may be a non-natural person.
- If you select the Guaranteed Lifetime Withdrawal Benefit Rider and Joint Owners are named, the Owner and Joint Owner must be spouses.

1. Provide Contract Owner Information

Name of Contract Owner _____ Male Female
First MI Last

Mailing Address _____
Street Address City State ZIP Code

Residential Address _____
(if different from mailing address) Street Address City State ZIP Code

Social Security Number/Tax I.D. Number _____ Date of Birth _____
(mm/dd/yyyy)

Daytime Phone Number _____ Home Phone Number _____

2. Provide Joint Owner Information

Name of Joint Owner _____ Male Female
First MI Last

Mailing Address _____
Street Address City State ZIP Code

Residential Address _____
(if different from mailing address) Street Address City State ZIP Code

Social Security Number/Tax I.D. Number _____ Date of Birth _____
(mm/dd/yyyy)

Daytime Phone Number _____ Home Phone Number _____

3. Provide Annuitant Information

Same as Contract Owner

Name of Annuitant _____ Male Female
First MI Last

Mailing Address _____
Street Address City State ZIP Code

Residential Address _____
(if different from mailing address) Street Address City State ZIP Code

Social Security Number/Tax I.D. Number _____ Date of Birth _____
(mm/dd/yyyy)

Daytime Phone Number _____ Home Phone Number _____

Please Continue ➔

4. Provide Primary and Secondary Beneficiary(ies)

For additional Primary Beneficiaries, please attach a separate list to the end of this application.

	<i>Primary Beneficiary Name</i>	<i>Social Security No.</i>	<i>DOB (mm/dd/yyyy)</i>	<i>Relationship to Contract Annuitant</i>	<i>% of Benefit</i>
1.					
2.					
3.					
4.					

For additional Secondary Beneficiaries, please attach a separate list to the end of this application.

	<i>Secondary Beneficiary Name</i>	<i>Social Security No.</i>	<i>DOB (mm/dd/yyyy)</i>	<i>Relationship to Contract Annuitant</i>	<i>% of Benefit</i>
1.					
2.					
3.					
4.					

5. Choose Surrender Charge Schedule

- 10 Year Surrender Charge
 7 Year Surrender Charge
 5 Year Surrender Charge

6. Choose Optional Riders

- Guaranteed Lifetime Withdrawal Benefit Rider (GLWB Rider) [may only be purchased at contract issue].

7. Choose Type of Annuity Contract

Please select the annuity type:

- Non-Qualified Traditional IRA Roth IRA 403(b) Roth 403(b) SEP Other _____

Initial Purchase Payment \$ _____
(Minimum \$10,000)

For IRAs only: Current Year \$ _____ Prior Year \$ _____ Rollover \$ _____

Select Allocation for Initial Purchase Payment*

- Fixed Account _____ %
 Monthly Sum Index Account _____ %
 Annual Point to Point Index Account _____ %
 Annual Average Index Account _____ %

*Any subsequent Purchase Payments made to the contract will be allocated to the Fixed Account, but may be transferred to available Index Accounts on the next Contract Anniversary.

Please Continue ➔

8. Initial Purchase Payment Information

Please indicate below whether the Initial Purchase Payment listed in section seven above will be from a single source or from multiple sources. You must check one of the options below. In addition, if the Initial Purchase Payment is from multiple sources, you must indicate how you would like them handled by Security Benefit since they may be received at different times.

- The entire Initial Purchase Payment is being received from a single deposit.
- The Initial Purchase Payment is being received from multiple sources.

If you indicated that the Initial Purchase is being received from multiple sources, you must check one of the options below. Since the payments may be received by Security Benefit at different times, I instruct Security Benefit to:

- Accept my application and date and issue my contract only after the entire amount listed as the Initial Purchase Payment in section seven is received by Security Benefit.
- Process my application once any amount is received by Security Benefit and subsequent amounts received by Security Benefit will be treated as subsequent Purchase Payments and credited to the Fixed Account.

9. Provide Replacement Information

Do you have any existing annuity or life insurance policies? Yes No

Does this proposed contract replace or change any existing annuity or life insurance policy? Yes No

If Yes, please list the company and policy number.

Company Name _____ Policy Number _____

Company Name _____ Policy Number _____

10. Set Up Electronic Privileges

Transactions may be requested via telephone, Internet, or other electronic means by the Owner and/or servicing sales representative based on instructions of the Owner.

I do NOT wish to authorize electronic privileges.

11. Incentives and Other Considerations

Have you or the annuitant been offered any cash incentive or other consideration (such as free insurance) as an inducement to apply for this annuity contract? Yes No

Does the owner have an insurable interest in the annuitant? Yes No

Please Continue ➔

12. Provide Signature

My signature below indicates that the information provided within the application is accurate and true, including my tax identification number.

I understand that I am applying for a fixed index deferred annuity and realize that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. I further understand that index-linked interest credits will not be credited to any amount withdrawn during a term period and that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.

I have received a copy of the disclosure material and understand that the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

I understand that any amount allocated to the annuity contract for which I am applying may be subject to a market value adjustment, which may cause the values to increase or decrease in dollar amount if withdrawn or surrendered prior to a specified date or dates as stated in the contract and/or a rider or endorsement attached to the contract.

I understand that (1) bonus annuities may include changes to the elements used to determine the index interest credits or changes to the interest rate that are not included in similar annuities without a bonus, (2) such changes may include lower current interest rates, higher surrender charges, longer surrender charge periods, lower participation rates or caps, higher spreads, or other changes and (3) the amount of charges or reduction of interest credits may exceed the amount of the bonus.

I understand that withdrawals from the contract may be subject to a surrender charge during the surrender charge period.

Tax Identification Number Certification

Instructions: You must cross out item (2) in the below paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Tax Identification Number.

Under penalties of perjury I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. Person (including a U.S. Resident Alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X _____
Signature of Contract Owner Date (mm/dd/yyyy) Signed at (City/State)

X _____
Signature of Joint Owner Date (mm/dd/yyyy)

Insurance Producer's Statement

To the best of your knowledge, does the applicant currently have any existing life insurance policies or annuity contracts? Yes No

If Yes, please comment below. (Submit a copy of the Replacement Notice with this application and leave the applicant a copy of any written material presented to the applicant.)

Will the Annuity being purchased replace any prior insurance or annuities of this or any other Company?

- No, to the best of my knowledge, this application is not involved in the replacement of any life insurance or annuity contract, as defined in applicable insurance department regulations.
- Yes. If Yes, please comment below. I have complied with the requirements for disclosure and/or replacements.

_____ I have used only insurer approved sales materials and I have left copies with the applicant.

Print Name of Insurance Producer _____ Code _____

X _____
Signature of Insurance Producer Date (mm/dd/yyyy)

Print Firm Name _____ Code _____

State Fraud Disclosures

Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. This state fraud disclosure applies to all jurisdictions except KS, MN and the states listed below.

AR and RI Only – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO Only – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

D.C. Only – WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

GA Only – Any person who, with intent to defraud or knowingly that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

NJ Only Any person who includes any false and misleading information on an application for an insurance policy is subject to criminal and civil penalties.

KY, NM, WV and PA Only – Any person who, knowingly and with intent to defraud any Insurance Company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

OK Only – WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TN and WA Only – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

TX Only – Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud, as determined by a court of competent jurisdiction.

VT Only – Any person who knowingly presents a false or fraudulent claim for the payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

Important Information About Procedures for Purchasing a New Contract

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who purchases a contract.

What this means to you: When you purchase a contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Mailing Instructions

Checks should be made payable to:

Security Benefit Life Insurance Company
P.O. Box 750497
Topeka, Kansas 66675-0497

Mail to: Security Benefit • PO Box 750497 • Topeka, KS 66675-0497 or

Fax to: 1-785-368-1772

Visit us online at www.securitybenefit.com

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SECURITY BENEFIT LIFE INSURANCE COMPANY

NURSING HOME ENDORSEMENT

This Endorsement is attached to and made a part of this Contract/Policy (the "Policy") as of the Contract Date, or if later, the date shown below. The Policy is changed by adding the following:

This Endorsement shall govern on any full or partial withdrawal of Account Value if:

1. The Owner has been confined to a Hospital or Qualified Skilled Nursing Facility for at least 90 consecutive days immediately prior to the date of such withdrawal and is so confined when the request for withdrawal is Received by SBL;
2. Such confinement began after the Contract Date; and
3. The request for withdrawal must be accepted and Received by SBL after the [third] Contract Anniversary along with:
 - a. A properly completed claim form accepted and Received by SBL; and
 - b. A written statement by the attending Licensed Physician certifying that such confinement is a medical necessity and is due to illness or infirmity. Such written statement must be approved by SBL.

In the event that all the foregoing rules are met, SBL shall waive the [Surrender Charge, Market Value Adjustment, Bonus Recapture] that may be assessed as a result of the withdrawal.

SBL reserves the right to have the Owner examined by a physician of SBL's choice and at SBL's expense to determine if the Owner is eligible for the Charge Waiver. SBL reserves the right to require the claim form and written statement described above with each request for withdrawal.

DEFINITIONS

Hospital

A Hospital is (i) an institution that is licensed as such by the Joint Commission of Accreditation of Hospitals or (ii) any lawfully operated institution that provides in patient treatment of sick and injured persons through medical, diagnostic and surgical facilities directed by a staff of physicians and 24 hour nursing services.

Licensed Physician

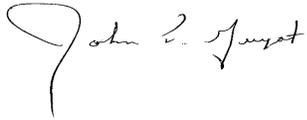
A Licensed Physician is a medical doctor licensed in the United States who is (i) practicing within the scope of that license and (ii) is not the Owner, Annuitant, Beneficiary, or a person related thereto.

Qualified Skilled Nursing Facility

A Qualified Skilled Nursing Facility is a facility licensed by the state to provide, on a daily basis, convalescent or chronic care for in patients who, by reason of illness or infirmity, are not able to care for themselves.

NOTICE: CONSULT YOUR TAX ADVISOR PRIOR TO REQUESTING THIS BENEFIT. RECEIPT OF BENEFITS UNDER THIS ENDORSEMENT MAY BE SUBJECT TO AN IRS 10% PENALTY TAX IN ADDITION TO ANY INCOME TAX THAT MAY BE DUE.

SECURITY BENEFIT LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "John F. Guyot". The signature is written in a cursive style with a large initial 'J'.

[John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

SECURITY BENEFIT LIFE INSURANCE COMPANY

TERMINAL ILLNESS ENDORSEMENT

This Endorsement is attached to and made a part of this Contract/Policy (the "Policy") as of the Contract Date, or if later, the date shown below. The Policy is changed by adding the following:

This Endorsement shall govern on any full or partial withdrawal of Account Value if:

1. The Owner has been diagnosed with a Terminal Illness by a Licensed Physician;
2. Such illness was first diagnosed after the Contract Date; and
3. The request for withdrawal must be accepted and Received by SBL after the [third] Contract Anniversary along with:
 - a. A properly completed claim form accepted and Received by SBL; and
 - b. A written statement by the attending Licensed Physician certifying that the Owner has been diagnosed with a Terminal Illness and the date that such diagnosis was first made.

In the event that all the foregoing rules are met, SBL shall waive the [Surrender Charge, Market Value Adjustment, Bonus Recapture] that may be assessed as a result of the withdrawal.

SBL reserves the right to have the Owner examined by a physician of SBL's choice and at SBL's expense to determine if the Owner is eligible for the Charge Waiver. SBL reserves the right to require the claim form and written statement described above with each request for withdrawal.

DEFINITIONS

Licensed Physician

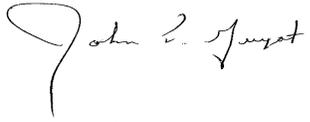
A Licensed Physician is a medical doctor licensed in the United States who is (i) practicing within the scope of that license and (ii) is not the Owner, Annuitant, Beneficiary, or a person related thereto.

Terminal Illness

A Terminal Illness is an incurable condition that, with a reasonable degree of medical certainty, will result in death within one year from the date of the Licensed Physician's statement.

NOTICE: CONSULT YOUR TAX ADVISOR PRIOR TO REQUESTING THIS BENEFIT. RECEIPT OF BENEFITS UNDER THIS ENDORSEMENT MAY BE SUBJECT TO AN IRS 10% PENALTY TAX IN ADDITION TO ANY INCOME TAX THAT MAY BE DUE.

SECURITY BENEFIT LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "John F. Guyot". The signature is written in a cursive style with a large initial 'J'.

[John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

ENDORSEMENT

INDIVIDUAL RETIREMENT ANNUITY PROVISIONS

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This contract is established as an Individual Retirement Annuity ("IRA") as defined in Section 408 of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision pursuant to the Owner's request in the Application. Accordingly, this Endorsement is attached to and made part of the Contract as of its Issue Date or, if later, the date shown below. Notwithstanding any other provisions of the Contract to the contrary, the following provisions shall apply.

RESTRICTIONS ON INDIVIDUAL RETIREMENT ANNUITY

To ensure treatment as an IRA, this Contract will be subject to the requirements of Code Section 408, which are briefly summarized below:

1. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner shall be the Annuitant. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" or "individual" are to the deceased Owner or individual.
2. The Contract shall be nontransferable and the entire interest of the Owner in the Contract is nonforfeitable.
3. (a) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of Code §408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under section 4(c)) must satisfy the requirements of Code §408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section (4).

(b) The entire interest of the Owner will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70 1/2 (the "required beginning date") over (i) the life of such Owner or the lives of such Owner and his or her designated beneficiary or (ii) a period certain not extending beyond the life expectancy of such Owner or the joint and last survivor expectancy of such Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in §1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70 1/2 and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

4. (a) Death On or After Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

5. If the Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Owner's surviving spouse, no additional contributions may be accepted in the Contract.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under Code section 408(a)(6).
7. This Contract does not require fixed contributions. Any refund of premiums (other than those attributable to excess contributions) will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.
8. (a) Except in the case of a rollover contribution as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16) or an employer contribution made in accordance with the terms of a simplified employee pension plan as described in section 408(k), only cash contributions may be made to the Contract and the total of such contributions shall not exceed \$5,000. The limit will be increased to reflect a cost-of-living adjustment, if any. Such adjustments will be in multiples of \$500.

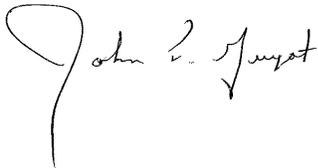
(b) For individuals who have reached the age of 50 before the close of the tax year, the annual cash contribution limit is increased by \$1,000. In the case of a simplified employee pension plan as described in section 408(k), such contribution will not be taken into account for purposes of the employer deduction limitation of section 402(h) of the Code.

Except in the case of an employer contribution in accordance with the terms of a simplified employee pension plan as described in section 408(k), the contribution limits described above will conform to the limits of section 219 of the Code. In the case of a simplified employee pension plan as described in section 408(k), the employer's contribution will conform to the requirements of section 402(h) of the Code. Employer contributions to a simplified employee pension plan as described in section 408(k) can continue to be made even if the owner is over 70 ½.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

9. No contributions will be accepted under this Contract which are made under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted under this Contract from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan
10. Notwithstanding any Contract provisions to the contrary, no amount may be borrowed under the Contract and no portion may be used as security for a loan.
11. Payments may not be made before the Annuitant attains the age of 59½ without incurring a penalty tax except in the situations described in Code Section 72(t).
12. The Owner agrees to provide all information necessary to prepare any reports required by Section 408(l), Regulation Section 1.408-5, or other guidance published by the Internal Revenue Service (IRS). The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

SECURITY BENEFIT LIFE INSURANCE COMPANY



John F. Guyot
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

SERFF Tracking Number: SECB-127173915 State: Arkansas
Filing Company: Security Benefit Life Insurance Company State Tracking Number: 48814
Company Tracking Number: 5821
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: LIA
Project Name/Number: /

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Readability Certification.pdf

CERTIFICATION

I hereby certify that the Flesch reading ease test score for each form as calculated in WORD is as follows:

Form	Readability Score
5800-A (5-11)	49.3*
5812 (5-11)	55.2
5821 (5-11)	50.8
5840 (5-11)	49.6*
6054 (5-11)	48.9*
6055 (5-11)	49.2*

*scored with the base contract form 5800 (11-10)

SECURITY BENEFIT LIFE INSURANCE COMPANY



Chris Swickard,
Vice President, Associate General Counsel
and Assistant Secretary